

Amendment 385 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 385 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 3rd day of OCTOBER, 2016, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to update the payment gateway used by Washington State Ferries (WSF) from Heartland Payment System's SpiDr to Cybersource's payment gateway as well as removing SpiDr from the Middleware. This work is detailed in *Move WSF to Cybersource (CR-12581) v2.0* as approved by the Agencies on August 25, 2016.
- C. The Parties agree that the Work necessary to modify the ORCA system as directed will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform all necessary work to design, develop, test and implement a new Cybersource payment gateway and remove Heartland Payment System's SpiDr from Middleware.

Prerequisites

Prior to commencing development effort the Contractor requires WSF to provide the following information:-

- 1.1 The WSF merchant ID as configured in Cybersource
 - (a) This will require WSF to have a merchant account with Cybersource
- 1.2 The test and corresponding production .p12 certificates for their merchant
 - (a) Certificates are generated through the Cybersource Business Center. The Contractor will require the test certificate and corresponding production certificate

Implementation:

Prior to implementation, in the Regional Test Bed (RTB), the Contractor will:-

- 1.3 Complete test Credit Card transactions using the Call Center Website
- 1.4 Check the Cybersource logs to confirm the test transactions were processed

Prior to implementation, in the Regional Test Bed (RTB), WSF will:-

- 1.5 Complete test Credit Card transactions using the Call Center Website
- 1.6 Log in to the WSF Cybersource test account and confirm the test transactions were processed

During Implementation, the Contractor will:-

- 1.7 Install required patches, confirm production .p12 certificates are updated, and remove SpiDr from Middleware.

Post implementation, WSF will in Production:-

- 1.8 Confirm transactions are processing by checking their production Cybersource account. The production Middleware update will occur once WSF have completed all prerequisites and accepted the payment gateway change.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 is a pre-requisite to final completion of Cybersource Tokenization work, and will therefore be completed prior to March 31, 2017.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 385

Implement a new Cybersource payment gateway and remove Heartland Payment System's SpiDr from Middleware.	
TOTAL	\$27,232

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Eighty Five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: Dan H. K.
Its: General Manager
Date: 9/26/16

The Agencies

By: Clayt Burton
Their: ORFA operations manager
On behalf of the Agencies
Date: 10/03/2016